REMARKS

Favorable reconsideration of the application is respectfully requested in light of

the amendments and remarks herein.

Upon entry of this amendment, claims 1-20 will be pending. By this amendment,

claim 1 has been amended. No new matter has been added.

§112 Rejection of Claims 1-19

In Section 6 of the office action dated September 19, 2008 ("the Office Action"),

claims 1-19 stand rejected under 35 U.S.C. §112, second paragraph as being indefinite.

Claim 1 has been amended to address the rejection described in Section 7.

In Section 8, the Office Action states that for claim 1, it is not understood what

steps need to be performed to enable the binding of content to a network it is already

bound to. The Examiner interprets the limitation of "enabling a bound instance to bind

said content to said hub network" as only requiring the creation of a bound instance.

Applicants direct the Examiner to Paragraph [0130] of the Publication (US

20040139022) for support that enabling a bound instance is equivalent to creating a

bound instance. Paragraph [0130] is recited here:

> [0130] The server *creates a bound instance from the
> discrete instance*, block 2420. The server copies the
> discrete instance, including copying the locked content
> data, header information including the licensing authority
> information, the key to unlock the locked content data, the
> discrete license, and the revocation list (if present). The
> server stores the copy of the locked content data as the
> source version of the locked content data for the bound
> instance. The server modifies the discrete license to be a
> root license as appropriate to manage the bound instance,

8

rather than the discrete instance. Alternatively, the server does not copy the discrete license and instead generates a new root license using the discrete license. In another implementation, the server also or instead contacts an external licensing authority indicated by the licensing authority information to update or generate the root license. In one implementation, if the server is not a server/client device and so does not present content, the root license does not store licensing information pertaining to presentation permissions for the server.

(emphasis added)

Accordingly, it is submitted that the rejection of claims 1-20 based upon 35 U.S.C. §112, second paragraph has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§102 Rejection of Claims 1-10 and 13-20

In Section 6 of the Office Action, claims 1-10 and 13-20 stand rejected under 35 U.S.C. §102(e) as being anticipated by Chase Jr. *et al.* (U.S. Patent Application No. 2003/0187801; hereinafter referred to as "Chase").

Regarding claim 1, as amended, it recites:

A method of binding content to a hub network, comprising:

(a) receiving a request to bind a discrete version of content to a hub network including a server and a client as members of said hub network,

(b) wherein said discrete version includes discrete locked content data, and wherein said content data is stored on said server;

9

(c) disabling said discrete version and enabling a
bound instance to <u>bind said content to said hub
network at the server;</u>

(d) creating a source version of said content stored
on said server, wherein said source version
includes source locked content data; and

(e) creating a root license stored on said server,

(f) wherein said root license is bound to said hub
network.

(emphasis added)

Regarding limitation (a) of claim 1, it recites "receiving a request to bind a

discrete version of content to a hub network including a server and a client as members of

said hub network".

This limitation of claim 1 is disclosed in at least Paragraphs [0060] and [0061] of

the Publication as follows (emphasis added):

[0060] *A hub network includes one or more member
devices. Each member device in a hub network is a server,
a client, or both.* For example, a member device can
include server and client functionality in the same physical
system. Each hub network has one server. Each client is
connected to the server, directly or through networked
connections. In this way, a hub network follows a hub and
spoke or star topology with the server at the center.
*Multiple server devices can be members in the same hub
network,* **with one server device acting as the server for
the hub network and the additional server devices acting
as clients of the hub network's server** (through their client
functionality).

[0061] The server for a hub network is the focal point of
the hub network and manages many aspects of the control
of the hub network. A server manages root responsibility
for bound instances of content and provides the content to
client members in the hub network. A server stores the

10

source version of the locked content data and the
corresponding root license of a bound instance. A server
provides a sub-copy version of locked content data for a
bound instance to a client or streams data of a source
version of locked content data to a client. A server manages
instances, handles licensing, administers network
membership, monitors connection and disconnection of
devices to the hub network, and performs time
administration. A server defines the local environment of
the hub network. As discussed below, a server binds
instances of content to a hub network by shifting the state
of an instance from discrete (external to the hub network)
to bound (internal to the hub network), and a server frees
instances from a hub network by shifting the state of an
instance from bound to discrete.

As explained above, a hub network includes a server and a client as members of

the hub network. While multiple server devices can be members in the same hub

network, only one server device acts as the server for the hub network and the additional

server devices act as clients of the hub network's server.

As shown in Figure 1 of Chase and described in Paragraphs [0081] and [0100] of

Chase, multiple servers interact with the user's computing device 14 as servers. Thus, a

hub network, as described and claimed by Applicants, is not taught by Chase. Paragraphs

[0081] and [0100] of Chase are recited here:

[0081] It will be appreciated that the *content server 22
distributes packages 12p without regard to any trust or
security issues. As discussed below, such issues are dealt
with in connection with the license server 24 and the
relationship between such license server 24 and the user's
computing device 14.* In one embodiment of the present
invention, the content server 22 freely releases and
distributes packages 12p having digital content 12 to any
distributes requesting same. However, the content server 22
may also release and distribute such packages 12p in a
restricted manner without departing from the spirit and
scope of the present invention. For example, the content

11

server 22 may first require payment of a pre-determined
distribution fee prior to distribution, or may require that a
distributee identify itself, or may indeed make a
determination of whether distribution is to occur based on
an identification of the distributes.

[0100] Referring again to FIG. 1, in one embodiment of the
present invention, the license server 24 performs the
functions of receiving a request for a license 16 from a
user's computing device 14 in connection with a piece of
digital content 12, determining whether the user's
computing device 14 can be trusted to honor an issued
license 16, negotiating such a license 16, constructing such
license 16, and transmitting such license 16 to the user's
computing device 14. Preferably, such transmitted license
16 includes the decryption key (KD) for decrypting the
digital content 12. Such license server 24 and such
functions will be explained in more detail below.
Preferably, and like the content server 22, the license server
24 in the architecture 10 has a unique public/private key
pair (PU-LS, PR-LS) that is employed as part of the
process of evaluating a license 16 and obtaining a
decryption key (KD) for decrypting corresponding digital
content 12, as will be explained in more detail below.

The Examiner's reliance on Chase to teach a hub network is misplaced as Figure

1, element 10 of Chase refers broadly to an enforcement architecture as described in

Paragraph [0040] of Chase. There is no teaching of a hub network that allows a user to

obtain instances of content and bind the instances in the hub networks of the user's home

media network environment as described in Paragraph [0054] of the Applicants'

Publication. Rather, as disclosed in Paragraph [0040] of Chase, recited here:

[0040] Referring to the drawings in details, wherein like
numerals are used to indicate like elements throughout,
there is shown in FIG. 1 an enforcement architecture 10 in
accordance with one embodiment of the present invention.
Overall, the *enforcement architecture 10 allows an owner
of digital content 12 to specify license rules that must be
satisfied before such digital content 12 is allowed to be*

12

rendered on a user's computing device 14. Such license
rules are embodied within a digital license 16 that the
user/user's computing device 14 (hereinafter, such terms
are interchangeable unless circumstances require
otherwise) must obtain from the content owner or an agent
thereof. The digital content 12 is distributed in an encrypted
form, and may be distributed freely and widely. Preferably,
the decrypting key (KD) for decrypting the digital content
12 is included with the license 16.

Thus, Chase fails to teach or suggest a hub network as recited by limitation (a) of

claim 1.

Furthermore, in relying on Chase to teach the limitation of claim (a), the

Examiner states that Chase teaches a server (Figure 1, element 22 – "content server 22")

but relies on the user requesting a license from the license server 24. This reliance on

two servers to teach limitation (a) of claim 1 further illustrates that Chase does not teach

or suggest a hub network as claimed by Applicants.

Regarding limitation (c) of claim 1, it recites "disabling said discrete version and

enabling a bound instance to bind said content to said hub network at the server".

This limitation of claim 1 is disclosed in at least Figures 2 and 3 and Paragraphs

[0033] – [0036] of the Publication as follows (emphasis added):

[0033] *A server device can change the state of a discrete
instance from discrete to bound,* disabling the discrete
instance and enabling a bound instance. A disabled instance
is rendered unusable (e.g., through deletion or encryption
of the content data of the instance or disabling the
license(s) for the instance). A server device can also change
the state of a bound instance from bound to discrete,
disabling the bound instance (including any corresponding
sub-copies) and enabling a discrete instance. In addition,
the server for a hub network manages root responsibility
for a bound instance. Root responsibility includes issuing
and managing the licenses for the content data of the bound

13

instance in the hub network. Accordingly, the server holds a root license defining permissions for presenting the bound instance and for managing the content data and licenses of the bound instance in the hub network. When a new sub-copy is created, a license is also created for the sub-copy from the root license. An instance of content that is not compliant with hub network operation is a non-compliant instance. A compliant device will play or copy a non-compliant instance according to whatever recognized copy control information may be associated with the instance.

[0034] In FIGS. 2-16, letter labels indicate the versions of locked content data of instances of content. The version of the locked content data, and so also the state of the instance corresponding to the locked content data, is indicated by variations of the letter. *Underlining indicates a discrete version of content.* For example, a discrete version of the movie A is indicated by "A". *An uppercase letter without underlining indicates a source version of locked content data, stored on a server.* For example, the source version of the movie A is indicated by "A". A lowercase letter indicates a sub-copy version of locked content data. For example, a sub-copy version of the movie A is indicated by "a". The versions also have corresponding licenses (not shown in FIGS. 2-16): a discrete version has a discrete license, a source version has a root license, and a sub-copy version has a sub-copy license.

[0035] Returning to FIG. 2, Jim introduces the movies A and B to the hub network HN1 through the PVR 105 by *storing the discrete versions A and B in the PVR 105. The PVR 105 also stores a discrete version C of the program C.*

[0036] In FIG. 3, Jim binds the discrete instances to the hub network HN1. *The PVR 105 changes the state of the discrete instances for the discrete versions A, B, and C to be bound instances, and so creates source versions A, B, and C.* The PVR 105 disables or deletes the discrete versions A, B, and C.

(emphasis added)

Thus, from Figures 2 and 3 and Paragraphs [0033] – [0036], it is clear that

14

disabling the discrete version and enabling a bound instance to bind the content to a hub

network occurs at the server.

As relied on by the Examiner, the enabling a bound instance to bind said content

to said hub network is taught by the "'black box' [being] part of the hub network,

therefore, binding the instance to the 'black box' effectively binds the content to the hub

network [0017]". Further description of the black box is found in paragraph [0106] of

Chase. Therefore, Paragraphs [0017] and [0106] of Chase are recited here:

> [0017] Importantly, the license server only issues a license
> to a DRM system that is 'trusted' (i.e., that can authenticate
> itself). To implement 'trust', the DRM system is equipped
> with a 'black box' that performs decryption and encryption
> functions for such DRM system. The black box includes a
> public/private key pair, a version number and a unique
> signature, all as provided by an approved certifying
> authority. The public key is made available to the license
> server for purposes of encrypting portions of the issued
> license, thereby binding such license to such black box.
> The private key is available to the black box only, and not
> to the user or anyone else, for purposes of decrypting
> information encrypted with the corresponding public key.
> The DRM system is initially provided with a black box
> with a public/private key pair, *and the user is prompted to
> download from a black box server an updated secure black
> box when the user first requests a license.* The black box
> server provides the updated black box, along with a unique
> public/private key pair. *Such updated black box is written
> in unique executable code that will run only on the user's
> computing device*, and is re-updated on a regular basis.

> [0106] Still referring to FIG. 1, in one embodiment of the
> present invention, the black box server 26 performs the
> functions of installing and/or upgrading a new black box 30
> in a user's computing device 14. As will be explained in
> more detail below, the black box 30 performs encryption
> and decryption functions for the user's computing device
> 14. As will also be explained in more detail below, the
> black box 30 is intended to be secure and protected from

15

attack. Such security and protection is provided, at least in
part, by upgrading the black box 30 to a new version as
necessary by way of the black box server 26, as will be
explained in more detail below.

From the above passages it is clear that the black box 30 the Examiner is referring

to is installed on the user's computing device 14. Therefore, should any binding be

performed by Chase, it is performed at the user's computing device 14 and not at a

server, as recited in claim 1.

Because Chase fails to teach or suggest disabling said discrete version and

enabling a bound instance to bind said content to said hub network at the server, Chase

fails to teach limitation (c) of claim 1.

Additionally the description of a third server (black box server 26) performing

server functions further illustrates that Chase does not teach or suggest a hub network as

set forth in limitation (a) of claim 1.

For a reference to anticipate a claim under 35 U.S.C. §102, the reference must

teach each and every element of the claim. Because Chase fails to teach at least elements

(a) and (c) of claim 1, Applicants respectfully contend that the anticipation rejection is

improper and that claim 1 is presently in condition for allowance.

Dependent claims 2-20 inherit the patentability of independent claim 1, and are

thus also allowable over Chase. Accordingly, Applicants requests that a notice of

allowance be issued for the pending claims.

16

§103 Rejection of Claims 11 and 12

In Section 26 of the Office Action, claims 11 and 12 stand rejected under 35

U.S.C. §103(a) as being unpatentable over Chase.

Applicants respectfully traverse this rejection for the similar reasons set forth

above with respect to claim 1. Specifically, Applicants maintain that Chase fails to teach

or suggest at least limitations (a) and (c) of claim 1, from which claims 11 and 12 depend.

As stated above, because the dependent claims inherit the patentability of claim 1, claims

11 and 12 are allowable as drafted and withdrawal of the rejection based upon 35 U.S.C.

§103(a) is respectfully requested.

Conclusion

In view of the foregoing, applicants respectfully request reconsideration of claims 1-20 in view of the remarks and submit that all pending claims are presently in condition for allowance.
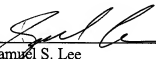
In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 50-2075.

Respectfully submitted,

Dated: /-2/-o∕

By: _____
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18